

# MADRAS FERTILIZERS LIMITED

(A GOVT. OF INDIA UNDERTAKING)  
MANALI, CHENNAI - 600 068

## NOTICE INVITING TENDER FOR

### CONDUCTING SAFETY AUDIT AT MFL'S MANALI SITE, TTP & PAT

**TENDER No.: ESER/TS/SAFETY AUDIT/280324/001, Dt. 28.02.2024**

#### SUMMARY

Online bids are invited for “**Conducting Safety Audit at MFL's Manali Site, TTP & PAT**”. Bidders who are interested to submit their bids may visit MFL Website [www.madrasfert.co.in](http://www.madrasfert.co.in) (“Tenders” – “e-tenders”) or Central Public Procurement web <https://eprocure.gov.in/eprocure/app>. Instructions for applying E-Tendering are given in Annexure – 1.

For any clarifications, please communicate to the following:

#### **E-procurement Cell:**

Mail Id: [epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [eprol@madrasfert.co.in](mailto:eprol@madrasfert.co.in)  
Contact No.: 044-25945318

#### **User Contact Detail:**

Mr. C. R. Rajkumar – 044-25945335  
Mr. M. Ravi – 044-25945353/9444058918  
Mail Id: [firesafetymfl@gmail.com](mailto:firesafetymfl@gmail.com)

Description	Engaging Safety Auditors for conducting Safety Audit at MFL's Manali Site, TTP & PAT.
Nature of Bidding	Two Part Bidding: 1 <sup>st</sup> Part : Techno-Commercial Bid 2 <sup>nd</sup> Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	28.02.2024
Due date & time of submission	28.03.2024 up to 16.00 hrs.
Technical Bid opening date & time	29.03.2024 at 14.00 hrs.
Bid submission: (To be uploaded on or before the due date and time)	Two separate on-line bids 1. Techno-Commercial Bid and 2. Price Bid
Procedure for opening of Online Bid	Bids will be opened in seriatim Techno-commercial and Price Bid.
Bid Validity	90 days from the date of bid opening.
Price Bid Opening Date	Will be intimated only to Techno - Commercially qualified Tenderers.

Payment Terms	<p>100% Payment will be made with 60 days credit period from the date of receipt of invoice at MFL.</p> <p>45 days credit to MSE vendor as per MSMED Act, against submission of relevant valid documents.</p>
Contract Period	The period of contract will be 1 Month from the date of commencement of the Contract.
Bid Evaluation Basis	<p>Techno-commercially qualified bidders will be selected.</p> <p>Price bids of the techno-commercially qualified bidders will be opened. Lowest bidder (L1) will be selected based on the total landed cost, per Annexure- 5.</p> <p>Negotiation shall be conducted, if necessary.</p> <p>The contract will be awarded to L1 bidder.</p>
Scope of work / duties and responsibilities of the contractor	Refer Annexure – 2
EMD & SD	Not Applicable.

#### **DGM – Technical Services**

Madras Fertilizers Limited  
Manali, Chennai – 600 068

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**INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER**

1. **Instructions to the Tenderers / Bidders for the e-submission of the bids online through the E-Tender site of M/s National Informatics Centre (NIC).**
2. Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra / Safe Script.
3. Bidder then needs to login to the site through their user ID / password chosen during registration.
4. The e-token that is registered should be used by the bidder only and should ensure safety of the same.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise the bid will be rejected.
7. If there are any clarifications, this may be obtained online through the tender site or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
8. Bidder in advance should get ready with bid documents, to be submitted as indicated in the tender schedule and it should be in .pdf / .xls / .jpeg / .rar formats only.
9. It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms of Contract (GTC) and Special Terms of Contract (STC). GTC & STC can be accessed through MFL website.
10. The bidder has to submit the tender document through online well in advance before the prescribed time to avoid any delay or problem during the submission process.

11. After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender..
12. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
13. The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
14. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
15. Bidder should log into the site well in advance for bid submission, so that he/she submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
16. Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
17. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to rejection.
18. The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
19. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

20. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
21. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per server system clock).
22. The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
23. **Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.**
24. **Bidders to note that if prices are indicated in their un-priced Techno-Commercial part, their offer will be rejected and NO further evaluation or communication will be entertained in this regard.**
25. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

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**SCOPE OF WORK**

**1.0 Scope of Work for Conducting Safety Audit:**

- 1.1 Engaging Safety Auditors for conducting Safety Audit as per Schedule – 8 of Manufacture, Storage and Import of Hazardous Chemicals (MSIHC) Rules 1989.
- 1.2 Safety Audit should be carried out for the production facilities of MFL Manali Site namely Ammonia plant, Urea plant, Utilities plant, Reverse Osmosis plant, NPK Complex Fertilizer plant, Bagging & Shipping plant, MFL's Tertiary Treatment plant at Kodungaiyur and Phosphoric Acid Terminal at Chennai Port Trust.

**2.0 Methodology:**

- 2.1 MFL will assign Senior Personnel from Safety section for co-ordination. The Plant Personnel concerned will provide all assistance.
- 2.2 Necessary information for successful conduct of audit will be made available for your reference.
- 2.3 You shall observe all safety requirements during plant visits.

**3.0 Audit Team:**

- 3.1 The Safety Audit shall be carried out by a Team of Experts.
- 3.2 Accommodation, Transport and Food arrangements for the audit team would be of vendor's scope.

**4.0 Report submission:**

- 4.1 Preliminary report should be submitted before the submission of final report.
- 4.2 A Soft copy should be submitted and 15 copies of final audit report (with suitable binding) should be submitted.

**5.0 General:**

- 5.1 Strict confidentiality to be maintained and there shall be no sharing of MFL information (Drawings, Designs, Specifications and other Data collected) with others not connected with MFL.

- 5.2 All future correspondence regarding the Safety Audit should be addressed with our Job Order number to DGM – Technical Services, Madras Fertilizers Ltd, Manali, Chennai - 600 068.
- 5.3 The Tenderer has to take up the job by their own Company. Sub-Contracting / Subletting are not permitted.
- 5.4 It is not the intent of the specification to specify each & every item of audit and any other job though not specifically mentioned but required for successful completion of the audit should be included in bidder's scope.

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**PRE-QUALIFICATION CRITERIA**

**1.0 Pre-Qualification Criteria:**

**Documentation:**

- The Audit team shall have the certificate of approval/recognition by DGFASLI (Proof to be attached).

**Other Qualifications:**

- If the Tenderer is under Holiday List / De-list or having any litigation with MFL, they need not apply. Tenderer shall submit Self-declaration as given in Annexure - 9.
- Also, if the Tenderer is under Black List in any State / Central Government or other PSUs, then they need not apply. Tenderer shall submit Self-declaration as given in Annexure – 9.

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**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Scope of Work as laid down in Annexure - 2	Accepted without deviation
Payment Terms	100% Payment will be made with 60 days credit period from the date of receipt of invoice at MFL.  45 Days credit to MSE vendor as per MSMED Act, against submission of relevant valid document.
Payment Mode	RTGS
Service Period	The period of contract will be 1 Month from the date of commencement of the contract.
Service Terms & Conditions	As per Annexure - 6
Audit Place	MFL Plant at Manali site, TTP & PAT.
Bid Validity	90 days from the date of bid opening.
GST No.	
Acceptance to all other tender terms & conditions not mentioned herein	Yes

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

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**BILL OF QUOTE / PRICE BID FORMAT**

<b>Sl. No</b>	<b>Item / Description</b>	<b>Amount</b>
1	Engaging Safety Auditors for conducting Safety Audit.  Safety Audit should be carried out for the production facilities of MFL Manali Site namely Ammonia Plant, Urea Plant, Utilities Plant, NPK Complex Fertilizer Plants, Bagging & Shipping Plants, MFL's Tertiary Treatment Plant at Kodungaiyur and Phosphoric Acid Terminal at Chennai Port Trust.	<b>DO NOT QUOTE PRICE IN THIS FORMAT</b>
GST (18%)		
<b>Grand Total</b>		

**Instructions to Bidders for quoting:**

- The bidders shall refer to the “Scope of Work” before quoting the rates.
- The Bidders shall indicate separately the applicable duties and taxes (%) / statutory levies in the Schedule of Rate. Any change in the present structure of taxes and duties and / or applicability of new taxes and duties will be borne by MFL.
- Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- Bidders to note that if prices are indicated in their un-priced Techno Commercial part their offer will be rejected and no further evaluation or communication will be entertained in this regard.

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## **GENERAL TERMS & CONDITIONS**

### **1.0 DEFINITIONS:**

- 1.1 The term “Tender” shall mean & include the online bids and other attachments uploaded while submitting the bids online.
- 1.2 “Tenderer” shall mean and include those entering into agreement with MFL, their Heirs, Representatives, Executives, Administrators, Successors and their permitted assignees, as the case may be.
- 1.3 “Services” shall mean and include all items of work duties / responsibilities of the Tenderer and / or any other item of work not specified but consistent with general terms of the Contract and entrusted by MFL.
- 1.4 “MFL” shall mean and include Madras Fertilizers Limited, Manali, Chennai - 600 068 or any of its authorized officers.
- 1.5 “Company’s Representatives” shall mean and include the General Manager - Plant, Deputy General Manager – Technical Services or other officers of the company In-charge of Plant operations.

### **2.0 PLACE OF STUDY:**

- 2.1 The Contractor shall be responsible for “Conducting Safety Audit at MFL’s Manali Site, TTP & PAT” in Madras Fertilizers Limited (MFL) Plant Site at Manali, Tertiary Treatment Plant at Kodungaiyur and Phosphoric Acid Terminal at Chennai Port Trust.

### **3.0 PERIOD OF CONTRACT:**

- 3.1 The period of contract will be 1 Month from the date of commencement of the contract.

### **4.0 RATES:**

- 4.1 The tenderers shall quote the rates in the proforma, “BILL OF QUOTE” furnished as Annexure - 5.
- 4.2 The rate quoted shall be valid until the audit completed from the date of commencement of the work.
- 4.3 Tenderers are advised to quote rates including GST.

## **5.0 PAYMENT TERMS:**

- 5.1 100% Payment will be made with 60 days credit period from the date of receipt of invoice at MFL.
- 5.2 45 Days Credit to MSE vendor as per MSMED Act, against submission of relevant valid document.
- 5.3 Invoices have to be drawn on DGM – Technical Services, Madras Fertilizers Limited, Manali, Chennai - 600 068. All relevant statutory Registration Numbers shall be printed in the Invoice itself.
- 5.4 **Payment will be made only thru' RTGS**, after reckoning the credit period from the date of receipt of invoices at MFL.
- 5.5 RTGS Form (Annexure - 10) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

## **6.0 OPENING AND ACCEPTANCE OF TENDER:**

- 6.1 Tenders received shall be opened on the date & time specified in the NIT.
- 6.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall also reserve the right to negotiate the rates with L1 tenderer only.
- 6.3 Tenders not conforming to these instructions shall be liable for rejection at the sole discretion of the Deputy General Manager – Technical Services.
- 6.4 The tenderers should be prepared & come to Madras Fertilizers Limited at Manali, Chennai - 600 068, for discussions with the Company's Authorities, at their own expense and without any obligation, if called upon to do so.
- 6.5 Acceptance of the tender will be intimated to the successful tenderer through a letter of intent/ Award of Work.

## **7.0 BASIS OF ARRIVING AT L1 TENDERER:**

- 7.1 The L1 Tenderer will be decided as per Annexure – 5 on overall L1.

## **8.0 NEGOTIATION WITH L1 TENDERER:**

8.1 If MFL deems it fit to conduct negotiation, MFL reserves the right to do so.

## **9.0 SPLIT UP OF JOBS:**

9.1 100% of the job will be given to the L1 tenderer.

## **10.0 SUBLETTING AND TRANSFER:**

10.1 Tenderer shall be solely responsible for rendering any or all the services. He shall not sublet / transfer / assign the contract or any part thereof, to others. All his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited.

## **11.0 MFL SAFETY RULES AND REGULATIONS:**

11.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.

11.2 The necessary safety and personal protective equipment like helmets, safety belt, mask, goggles, shoes, gloves, etc. should be provided by the contractor in compliance with full safety regulations. If not wearing safety appliances as stated above shall be charged Rs. 50/- for each such occasion.

11.3 The contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.

11.4 The contractor shall ensure that personal protective equipment (per 11.2) needed for the job to be used by each of their personnel.

11.5 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.

11.6 SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.

11.7 The contractor shall obtain Entry tokens/passes from the Security force and distribute the same to his employees. He shall ensure that the Tokens / Passes are displayed by his workmen while on duty without fail. The contractor shall be liable to pay Rs.50/- or such other amount as may be specified by the company towards penalty for each token / pass lost by his workmen / supervisors.

11.8 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount as a debt due to MFL by the contractor.

11.9 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc., in the event of any of contract workmen sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur. However, upon request by the contractor the company may extend its first aid transportation to hospital or such other medical centers. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be deducted from the contractor's invoice.

## **12.0 WITHDRAWAL OF CONTRACT:**

12.1 If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL.

## **13.0 SUMMARY TERMINATION:**

13.1 Notwithstanding anything contained in the Clause 2.0 Supra, MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of contractor becoming insolvent or going into liquidation.

13.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL.

13.3 The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.

13.4 MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

#### **14.0 SIGNING THE TENDER AND DOCUMENTS:**

14.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.

14.2 The tender and all connected documents shall be signed by all the Directors/Members of the tenderers or by any such person, who has the full authority to bind all Directors/Members of the tenderers.

14.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director etc., of Limited Company.

14.4 In the case of a Partnership Firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause.

14.5 Attested copies of Partnership Deed and Power of Attorney shall be submitted along with the tender.

14.6 In the case of a limited company, the names of all directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the Memorandum and Articles of Association of the company shall be attached to the Tender.

14.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favor stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.



## **15.0 CONSTITUTION OF THE TENDERER:**

15.1 The Tenderer shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Deputy General Manager – Technical Services, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

15.2 The Tenderer shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.

15.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the tenderer, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the tender, withholding payments due to the Tenderer.

15.4 The Tender shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

## **16.0 ARBITRATION:**

16.1 Any or all disputes arising out of the Contract / Agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a sole arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding.

16.2 In the event of failure to appoint such a sole arbitrator, with mutual consent, then the sole arbitrator will be appointed through the High Court of Judicature at Madras. Subject as aforesaid, The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the City of Chennai, Tamil Nadu.

## **17.0 INFORMATION ABOUT TENDERERS:**

17.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz. name and address, composition, their main business and Income-Tax paid – Annexure – 7.

17.2 In case of change in composition, it should be intimated to MFL within 24 Hours along with the required documents. If not done so, MFL reserves the right either to terminate or continue the contract.

17.3 The tenderers should attach the certificate of Approval/Recognition by DGFASLI. Failure to attach the certificate along with the tender shall be rejected.

17.4 **Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.**

#### **18.0 LAWS GOVERNING THE CONTRACT:**

18.1 The contractor will be governed by the Laws of India for the time being in force and made or as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (CHENNAI ONLY).

#### **19.0 GENERAL:**

19.1 MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever and does not bind itself to accept the Lowest Tender.

19.2 Canvassing in any form is strictly prohibited and the Tenderer who resorts to Canvassing, shall be Disqualified.

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**INFORMATION ABOUT THE TENDERER**

<b>Sl. No.</b>	<b>Information Required</b>	<b>To be Filled in by Tenderer</b>
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Nature of normal business of the tenderer	
6	Experience of similar working (Certificate to support statement must be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
8	Details of Turnover	
9	Copy of PAN Card and 3 years IT Assessment order to be attached	
10	Three years audited statement of accounts with Balance Sheet	

11	GST Registration No.	
12	Any court case is filed against you or your concern	
13	Have you / your Firm filed any case against MFL	

**Note:** Copies of documents are required to be attached for Sl. No. 5 to 11.

Incomplete information and non-submission of copies of supporting documents will lead to rejection of tender.

I/we declare that the above information is true to the best of my / our knowledge.

**Place:**

**Signature of the Tenderer**

**Date :**

**(Name & Office seal)**

**TENDERER UNDERTAKING**

**THE TENDERER HEREIN**

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, etc.
- Confirms and acknowledges that the bids placed are true, accurate & with the best knowledge.
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- Agrees to accept any changes, if any to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC / CPPP.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

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**SELF-DECLARATION FORMAT**

TO BE FURNISHED IN YOUR COMPANY'S LETTERHEAD

To

Madras Fertilizers Limited,  
Manali,  
Chennai – 600 068.

We, \_\_\_\_\_ [company name] hereby declare that we have not been put on Holiday list / Delisted / black listed or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially by MFL and any other public sector undertakings.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

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**MADRAS FERTILIZERS LIMITED**  
**TENDERER'S BANK DETAILS & AUTHORIZATION FOR RTGS PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSON'S		b. DESIGNATION :		
a. NAME				
c. MOBILE NO.				
d. EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE(if applicable)				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.				
VENDOR'S BANK ACCOUNT NO.				
ACCOUNT TYPE	SAVING ACCT / CURRENT ACCT. (STRIKE OUT WHICH IS NOT APPLICABLE)			
GRPT CODE				
NEFT CODE				
IFS CODE				
RTGS CODE				
BANK SWIFT CODE (For foreign vendors)				
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium	
REGISTERED WITH	GST No.	SSI No.	EC No.	TIN No.

We hereby authorize Madras fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS Transfer.

Place:  
Date:  
SEAL:

Signature of Authorized Signatory:  
Name:  
Designation:

(To be filled by MFL in case of ordering)

MFL Purchase Order No.	
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**RTGS** - Real Time Gross Settlement; **IFSC** - Indian Financial System Code.

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**Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

An entity Incorporated, established or registered in such a country; or  
 A subsidiary of an entity Incorporated, established or registered in such a country; or  
 An entity substantially controlled through entities incorporated, established or registered in such a country; or  
 An entity whose beneficial owner is situated in such a country, or  
 An Indian (or other) agent of such an entity; or  
 A natural person who is a citizen of such a country; or  
 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial *owner* for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has



ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;

Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.

The Office Memorandum regarding Restriction under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 available in the following links:

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>  
<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website <https://www.mea.gov.in>

Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 to be submitted on the bidder's letterhead as per Annexure - 11 (A) or Annexure - 11(B) – as applicable.

\* \* \* \*

**(Compliance to be submitted on the Bidder's Letterhead)  
(As applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

**Tender Name:**

**Tender No.:** \_\_\_\_\_, **Dt.** \_\_\_\_\_

We M/s \_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that we are not from such a country and eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by MFL)

For and behalf of (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

\* \* \* \*

**ANNEXURE - 11 (B)**

**(Compliance to be submitted on the Bidder's Letterhead)  
(As applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & regarding restrictions under Rule 144(XI) of the General Financial Rules (GFRs), 2017**

**Tender Name:**

**Tender No.:** \_\_\_\_\_, **Dt.** \_\_\_\_\_

We M/s \_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

**Evidence of valid registration by the Competent Authority is attached.**

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by MFL).

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

\* \* \* \*